

**GRANT COUNTY**  
**COMMISSIONERS AGENDA MEETING REQUEST FORM**  
(Must be submitted to the Clerk of the Board by 12:00pm on Thursday)

REQUESTING DEPARTMENT: Fac & Maint

DATE: 10/26/23

REQUEST SUBMITTED BY: Kevin Schmidt

PHONE: 3272

CONTACT PERSON ATTENDING ROUNDTABLE: Kevin Schmidt

CONFIDENTIAL INFORMATION: ☐ YES ☒ NO

**TYPE(S) OF DOCUMENTS SUBMITTED: (CHECK ALL THAT APPLY)**

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Agreement / Contract | <input type="checkbox"/> AP Vouchers                  | <input type="checkbox"/> Appointment / Reappointment | <input type="checkbox"/> ARPA Related  |
| <input type="checkbox"/> Bids / RFPs / Quotes Award      | <input type="checkbox"/> Bid Opening Scheduled        | <input type="checkbox"/> Boards / Committees         | <input type="checkbox"/> Budget        |
| <input type="checkbox"/> Computer Related                | <input type="checkbox"/> County Code                  | <input type="checkbox"/> Emergency Purchase          | <input type="checkbox"/> Employee Rel. |
| <input type="checkbox"/> Facilities Related              | <input type="checkbox"/> Financial                    | <input type="checkbox"/> Funds                       | <input type="checkbox"/> Hearing       |
| <input type="checkbox"/> Invoices / Purchase Orders      | <input type="checkbox"/> Grants – Fed/State/County    | <input type="checkbox"/> Leases                      | <input type="checkbox"/> MOA / MOU     |
| <input type="checkbox"/> Minutes                         | <input type="checkbox"/> Ordinances                   | <input type="checkbox"/> Out of State Travel         | <input type="checkbox"/> Petty Cash    |
| <input type="checkbox"/> Policies                        | <input type="checkbox"/> Proclamations                | <input type="checkbox"/> Request for Purchase        | <input type="checkbox"/> Resolution    |
| <input type="checkbox"/> Recommendation                  | <input type="checkbox"/> Professional Serv/Consultant | <input type="checkbox"/> Support Letter              | <input type="checkbox"/> Surplus Req.  |
| <input type="checkbox"/> Tax Levies                      | <input type="checkbox"/> Thank You's                  | <input type="checkbox"/> Tax Title Property          | <input type="checkbox"/> WSLCB         |

**SUGGESTED WORDING FOR AGENDA: (Who, What, When, Why, Term, cost, etc.)**

Contract with Basin Refrigeration and Heating for the Package Unit Rep.

project FM2308 at Moses Lake Health District for the amount of \$10,382.55

This is a approved capital project.

**FISCAL / BUDGET IMPACT:**

**Please contact accounting to complete a Financial Request Form prior to submission.**

**LEGAL REVIEW:**

**If this document requires legal review, route to legal for review prior to submission.**

*Reviewed*

DATE OF ACTION: \_\_\_\_\_

DEFERRED OR CONTINUED TO: \_\_\_\_\_

APPROVE:

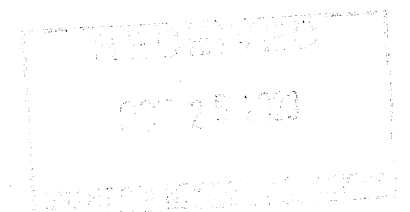
DENIED

ABSTAIN

D1: \_\_\_\_\_

D2: \_\_\_\_\_

D3: \_\_\_\_\_



# CONTRACT

THIS CONTRACT ("Contract"), entered into by and between GRANT COUNTY, duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington, ("County"), and The Basin Refrigeration and Heating, a corporation duly formed and doing business in the State of Washington ("Contractor").

In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

## Work of Contract/Scope of Work.

The purpose of Grant County project FM2308, Package Unit Replacement MLHD, is to replace the identified roof top package unit, Grant County Asset ID 143452, with a new energy efficient unit with -back up auxiliary heat.

Scope: Grant County Project FM2308 is the complete service to remove the existing package unit and supply, install and upgrade any electrical to accommodate the new unit. Contractor will supply equipment that is compliant with current energy codes, be responsible for any permits required, any project related materials, duct work modifications, electrical materials and labor and controls and any equipment needed to complete the project. The outcome of the project is that the contractor will have supplied a turnkey solution for the new package unit.

The term "work" shall mean all work individually and/or collectively performed by the Contractor during the project.

The contractor shall obtain all necessary permits prior to the commencement of any work.

The contractor shall provide all material, labor, equipment, tools, supervision, and whatsoever else is necessary to accomplish the following:

- Remove existing package unit, Grant County Asset ID 143452.
- Install a new roof top package unit with back up auxiliary electric heat.
- Wire controls and electrical to all equipment in the scope of this project, including a new thermostat.
- Procure and install a new properly sized breaker, conduit and wiring to new package unit.
- Provide refrigerant and supplies to fill new units to OEM specifications.
- Provide any equipment needed to lift the existing and replacement units from and back onto the roof.
- Provide any sheet metal materials and labor to fit and install the new roof top package unit.
- Transport, dispose, and bear the cost of all project related materials, equipment, and project generated waste.
- Provide and place barricades, tape or other methods to effectively notify employees and customers of hazards and/or prevent access to areas the project work is being executed.
- Clean up of all areas affected by work related to job.
- Coordinate with project manager regarding when and the time needed to complete demolition and construction to allow safe access for customers and employees.

MLHD

FM2308 Package Unit  
Replacement MLHD Contract

losses or suits, including attorney fees, arising out of or in connection with the performance of the contract, except for injuries and damages caused by the sole negligence of the County.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration of termination of this contract.

5. Insurance. The Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certification of Insurance to the County evidencing:

- Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.
- Worker's Compensation insurance at the limits established by the State of Washington.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The County shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming the county as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance with respect the County and the County shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

6. Payments Withheld. The County may withhold or, due to subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect County from loss or damage for reasons including but not limited to:

- Work not in accordance with the Contract;
- Reasonable evidence that the work required by the Contract cannot be completed for the unpaid balance of the contract sum;
- Work by the County to correct defective work or complete the work;

work ordered by County causes an increase or decrease in the Contract Sum or the time of performance, an equitable adjustment shall be made, and such adjustments(s) shall be incorporated into said Change Order. No changes to the contract sum shall occur unless recorded in such a change order.

If the County desires to order a change in the work, it may request a written Change Order Proposal from Contractor. Contractor shall submit a Change Order proposal within 14 days of the request from the County, or within such other period as mutually agreed. Contractor's Change Order Proposal shall include full compensation for implementing the proposed change in the work, including any adjustment in the contract sum or time of performance, and including compensation for all delays in connection with such change in the work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the work. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the contract sum or time of performance, or both, the County may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, the County may direct Contractor to proceed immediately with the Change Order work. Contractor shall not proceed with any change in the work until it has obtained the County's approval. All work done pursuant to any County-directed change in the work shall be executed in accordance with the Contract.

11. No Agency Relationship. Neither the Contract, nor any agreement implied therefrom, constitutes the Contractor as an agent or legal representative of the County for any purpose whatsoever, and the relationship of the Contractor to the County by reason of the Contract shall be that of an independent contractor. The Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the County or to bind the County in any manner or thing whatsoever.

12. Clean Up. Contractor shall at all times, keep the project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the project site in a clean, neat, and orderly condition satisfactory to the County. If Contractor fails to clean up as provided herein, and after reasonable notice from the County, the County may do so and the cost thereof shall be charged to Contractor.

13. Survival. In the event any clause or provision of this Contract shall be held to be invalid, then the remaining clauses and provisions shall nevertheless be and remain in full force and effect.

14. Entire Agreement. The Contract embodies the entire agreement between the parties, all other agreements, oral or written, are hereby merged into and superseded by the Contract. There are no other agreements which modify or affect the terms hereof. No amendment hereto shall be binding unless the terms thereof are in writing signed by both parties. Time is of the essence. No verbal or other agreements modify or affect the Contract.

Dated the 19<sup>th</sup> of October 2023.

**CONTRACTOR:**

Basin Refrigeration and Heating

By: 

License No. BASINEH055NG

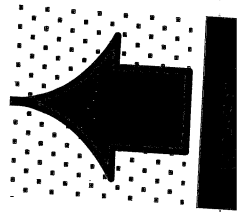
UBI No. 600-514-947

**BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

\_\_\_\_\_  
Rob Jones, Chair

\_\_\_\_\_  
Cindy Carter, Member

\_\_\_\_\_  
Danny Stone, Member



Dated the \_\_\_\_\_ of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
Barbara J. Vasquez  
Clerk of the Board

Approved as to form:

By: 

Barbara G. Duerbeck

Prosecuting Attorney

Date: 53944

MLHD

FM2308 Package Unit  
Replacement MLHD Contract

FINANCIAL REQUEST			
Requestor	Kevin Schmidt	Requestor's Department	Facilities and Maintenance
Date	10/24/2023	Fund/Dept of Request	<b>Reet 1, 126</b>
Capital Asset Approval	Yes	Budget Extension	No
Establish/Close Fund	No	Cash Transfer	No
Description/Notes:			
CAPITAL ASSET PURCHASE APPROVAL		BUDGET REQUIREMENT	
Asset Description	HVAC Package Unit	Additional Expense	-
Total Purchase Expense	10,383	Additional Revenue	
Less: Existing Approval	17,500	Additional Cash Requirement	-
Additional Approval Required	(7,117)	Additional Funding Source	
Capital Facility Related	Yes		
Grant Funded	No		
Documentation	Quote/s attached		
BUDGET EXTENSION REQUEST			
Fund Name	Revenue code/s	Account Description	Amount
			-
Fund Name	Expense code/s	Account Description	Amount
			-
CASH TRANSFER REQUEST			
Fund Name (From)	Code	Account Description	Amount (From)
Fund Name (To)	Code	Account Description	Amount (To)
COMPLETED BY ACCOUNTING			
FUND CASH SUMMARY		Notes:	
Beginning Cash	-		
Expense Bdgt (w/amendments)	-		
Expense Ext. Requested	-	Budget Hearing:	
Revenue Bdgt (w/amendments)	-	Resolution Required:	
Revenue Ext. Requested (excl 308)	-		
Estimated Ending Cash	-	Reviewed By:	